

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MISSOURI  
SOUTHEASTERN DIVISION

ESTATE OF ADAM BANKS, )  
Personal Representative Teresa Ann )  
Weathers Bright, TERESA ANN )  
WEATHERS BRIGHT, Individually, and )  
HAROLD BRIGHT, Individually, ) Case No.: 1:15-CV-00070-SNLJ  
 )  
 Plaintiffs, )  
 )  
 v. )  
 )  
 BUTLER COUNTY, )  
 )  
 Defendant. )

**JOINT APPLICATION FOR APPROVAL OF WRONGFUL DEATH SETTLEMENT  
BETWEEN THE HEIRS AND BENEFICIARIES OF ADAM BANKS, DECEASED AND  
BUTLER COUNTY AND TO DISTRIBUTE THE SETTLEMENT PROCEEDS TO THE  
HEIRS AND BENEFICIARIES OF ADAM BANKS, DECEASED**

Plaintiff Teresa Ann Weathers Bright, individually, and as mother of Adam Banks, deceased, and Plaintiff Harold Bright, individually and as father of Adam Banks, deceased (hereinafter "Plaintiffs") and Defendant Butler County and all past, present, and future agents, servants, employees, independent contractors, elected officials, appointed officials, county commissioners, county clerks, sheriffs, deputy sheriffs, correction officers, attorneys, and representatives of Butler County, Missouri (collectively hereinafter "Defendant") (Plaintiffs and Defendant collectively referred to herein as the "Parties"), by and through counsel, pursuant to R.S.Mo. § 537.080 (2000), R.S.Mo. § 537.090 (2000), and R.S.Mo. § 537.095 (2000), hereby apply to the Court for the approval of the settlement of all claims and causes of action each Plaintiff has asserted against the Defendant for injuries to and death of Adam Banks on May 1, 2014 and to distribute the settlement proceeds to the heirs and beneficiaries of Adam Banks, deceased.

The Parties request approval of the settlement on the following grounds:

1. Plaintiffs have asserted claims for damages against the Defendant in the Complaint for the wrongful death of Adam Banks arising out of the injuries to and death of Adam Banks, deceased, occurring during the incarceration of Adam Banks at the Butler County Detention Center on April 30 and May 1, 2014 in the City of Poplar Bluff, Butler County, Missouri. Plaintiffs contend that the acts, omissions, and negligence of the employees, agents, and servants of the Defendant directly and proximately caused injuries to and death of Adam Banks, deceased on May 1, 2014 as is more specifically alleged in the Complaint filed herein and incorporated herein by reference. The Defendant has generally and specifically denied the claims in the Complaint for the injuries to and death of Adam Banks, deceased in the Joint and Separate Answer filed herein and incorporated herein by reference.

2. Decedent Adam Banks is survived by his mother Teresa Ann Weathers Bright and his father Harold Bright who are the individuals entitled to bring an action for the injuries to and death of Adam Banks under R.S.Mo. § 537.080.1(1) (2000). No other persons known to the Parties hereto are entitled to bring a cause of action for the injuries to and death of Adam Banks under R.S.Mo. § 537.080.1(1) (2000) other than Teresa Ann Weathers Bright and Harold Bright identified in this paragraph who are Plaintiffs herein.

3. Pursuant to the provisions of R.S.Mo. § 537.095 (2000), all individuals having a cause of action under R.S.Mo. § 537.080 (2000) for the injuries to and death of Adam Banks, deceased are before the Court as Parties to this action and have therefore been notified of the claims asserted and the filing of this Joint Application for Approval of the Wrongful Death Settlement and to distribute the settlement proceeds to the heirs and beneficiaries of Adam Banks.

4. Pursuant to the provisions of R.S.Mo. § 537.095 (2000), Plaintiff Teresa Ann Weathers Bright, individually and as the mother of Adam Banks, deceased and Plaintiff Harold Bright, individually and as father of Adam Banks, deceased may compromise and settle the claims for damages for the injuries to and death of Adam Banks, deceased as described in Paragraph 1 without the joinder of any other party.

5. This Court has venue and jurisdiction over this cause of action and the claims asserted by all the Plaintiffs against the Defendant because the alleged acts causing injuries to and death of Adam Banks, deceased occurred in the City of Poplar Bluff, Butler County, Missouri on May 1, 2014 which is located in the Eastern District of Missouri.

6. Although claims have been made against the Defendant, Defendant has denied and continues to deny any negligence or fault with respect to the incidents or occurrences allegedly causing injury to and death of Adam Banks, deceased, and Defendant denies that any act, omission or negligence of any employee, agent, and servant of Defendant either caused or contributed to cause injuries to and death of Adam Banks, deceased, on May 1, 2014 in the Butler County Detention Center. Each Plaintiff has continued to pursue claims against the Defendant and believes that the amount of liability and damages attributable to the Defendant, if any, has been and is contested as to both liability and to the extent of damages and each Plaintiff acknowledges that Defendant has denied any liability to each Plaintiff for any claims asserted for the injuries to and death of Adam Banks on May 1, 2014.

7. Taking into consideration the expense, delay and uncertainty of litigation, Plaintiffs and Defendant have agreed to settle and compromise all claims asserted for the injuries to and death of Adam Banks, deceased subject to the Court's approval. The Parties have agreed to settle all of the Plaintiffs' claims against the Defendant for injuries to and death of Adam

Banks, deceased, for Adam Banks's conscious pain and suffering, for bodily injury and personal injury to Adam Banks, for pecuniary losses suffered by reason of Adam Banks' death, for funeral expenses, for the reasonable value of the services, consortium, companionship, comfort, instruction, guidance, counsel, training, and support from Adam Banks, all claims for damages to Adam Banks' surviving heirs and beneficiaries under R.S.Mo. § 537.080 and § 537.090 (2000), and all other claims under state, federal, and common law for damages against the Defendant arising out of the injuries to and death of Adam Banks on May 1, 2014, the consideration for which is the total payment of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) ("Settlement Proceeds").

8. Plaintiffs and Defendant agree that the agreement to settle the claims for the Settlement Proceeds for which approval of this Court is requested is not to be construed as an admission of liability on the part of the Defendant, with the Defendant continuing to deny that it was negligent or at fault with respect to the incidents or occurrences as claimed by the Plaintiffs causing the injuries to and death of Adam Banks, deceased, on May 1, 2014.

9. The Plaintiffs, with advice of counsel, having considered the circumstances surrounding the injuries to and death of Adam Banks, deceased, state and represent to the Court that each Plaintiff believes that the proposed offer of settlement and the compromise is fair and reasonable, and each Plaintiff requests the Court to approve the settlement and the distribution of the settlement to the heirs and beneficiaries of Adam Banks, deceased, for the exclusive use and benefit of each heir and beneficiary as is requested herein.

10. The Plaintiffs entered into a contingent fee contract ("Contract") with Walsh & Walsh, LLC to represent their interests in the causes of action and claims asserted against the Defendant in the lawsuit and the Complaint. Pursuant to the contract of employment, Walsh &

Walsh, LLC is entitled to an attorney fee of One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00) and is entitled to payment of expenses and costs in the amount of Eight Thousand Forty-eight and 90/100 Dollars (\$8,048.90) from the proposed settlement for the injuries to and death of Adam Banks, deceased if it is approved and carried out. Walsh & Walsh, LLC has also agreed if the settlement is approved, and the payment of attorney fees, expenses, and costs is approved, that a receipt will be filed by Walsh & Walsh, LLC with the Court confirming the payment of attorney fees, expenses, and costs as approved by the Court.

11. The Plaintiffs request that the Court approve the payment of attorney fees in the amount of One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00) to Walsh & Walsh, LLC and the payment of expenses and costs in the amount of Eight Thousand Forty-eight and 90/100 Dollars (\$8,048.90) to Walsh & Walsh, LLC, and Plaintiffs request that the net amount of the Settlement Proceeds in the amount of One Hundred Thirty-one Thousand Nine Hundred Fifty-one and 10/100 Dollars (\$131,951.10) be paid and distributed from the Settlement Proceeds to each Plaintiff as follows:

- (a) The sum of One Hundred Twenty-one Thousand Nine Hundred Fifty-one and 10/100 Dollars (\$121,951.10) to Teresa Ann Weathers Bright, individually and as mother of Adam Banks, deceased; and
- (b) The sum of Ten Thousand and 10/100 Dollars (\$10,000.00) to Harold Bright, individually and as father of Adam Banks, a minor.

12. Subject to the approval of the settlement by the Court, Plaintiff Teresa Ann Weathers Bright, individually and as mother of Adam Banks, deceased, and Harold Bright, individually and as father of Adams Banks have agreed to execute a Confidential General and Full Release of All Claims tendered by the Defendant releasing the Defendant from all claims arising out of the injuries to and death of Adam Banks on May 1, 2014 as is asserted or that could

have been asserted in the Complaint and releasing all claims arising under the law against the Defendant for the injury to and death of Adam Banks.

13. The Plaintiffs and Defendant agree that this settlement, if approved by the Court, is a good faith settlement with the Defendant and the Plaintiffs and Defendant request the Court to find that all releases executed by the Plaintiffs are given in good faith to the Defendant as that term is used in § 537.060 R.S.Mo. (2000).

14. The Defendant also requests the Court to order the Plaintiffs who will receive a distribution of the Settlement Proceeds to execute and file a Receipt herein tendered by the Defendant confirming the payment of the Settlement Proceeds to each heir and beneficiary as approved and ordered by the Court herein and to execute and file a Release and Satisfaction of Judgment when the payments are made to each Plaintiff to satisfy the judgment approving the settlement.

15. The Plaintiffs request the Court to grant each of them leave to waive a jury herein and to submit all issues of the proposed settlement to this Court for a determination and approval of the wrongful death settlement and to approve the distribution of the Settlement Proceeds to the heirs and beneficiaries of Adam Banks, deceased, as requested herein.

**WHEREFORE**, Plaintiff Teresa Ann Weathers Bright, individually and as mother of Adam Banks, deceased, and Plaintiff Harold Bright, individually and as father of Adam Banks, deceased (“Plaintiffs”) and Defendant Butler County, and all past, present, and future agents, servants, employees, independent contractors, elected officials, appointed officials, county commissioners, county clerks, sheriffs, deputy sheriffs, correction officers, attorneys, and representatives of Butler County, Missouri (collectively “Defendant”), pray the Court to herein

determine the issues in this case and to enter a judgment and order finding, adjudging, and decreeing as follows:

(a) This Court has jurisdiction and venue over this cause of action and the settlement of the claims for the injuries to and death of Adam Banks, deceased and that each Plaintiff is granted leave to waive a jury herein and to submit all issues of the proposed settlement to this Court for a determination;

(b) Pursuant to the provisions of R.S.Mo. § 537.095 (2000), all Parties having a cause of action under R.S.Mo. § 537.080.1(1) (2000) for the injuries to and the death of Adam Banks, deceased are before the Court and have the power to settle the claims asserted for the injury to and the death of Adam Banks, deceased pursuant to R.S.Mo. § 537.095 (2000);

(c) Pursuant to the provisions of R.S.Mo. § 537.095 (2000), all heirs and beneficiaries having a cause of action under R.S.Mo. § 537.080.1(1) (2000) for the injury to and death of Adam Banks, deceased, have been duly notified of the claims asserted for the injury to and death of Adam Banks, deceased, the filing of the Joint Application for Approval of the Wrongful Death Settlement and To Distribute the Settlement Proceeds to the Heirs and Beneficiaries of Adam Banks, deceased, and the date and time of the hearing for the Court to approve the settlement as is requested herein, and are before the Court as Plaintiffs to this action;

(d) That the aforementioned settlement for the injuries to and death of Adam Banks, deceased is proper and is in the best interest of each Plaintiff and is approved;

(e) That the settlement for the injuries to and death of Adam Banks for the Settlement Proceeds in the amount of Two Hundred Fifty Thousand and 00/100 Dollars

(\$250,000.00) is approved, with the distribution of the Settlement Proceeds to the heirs and beneficiaries of Adam Banks, deceased be based upon the request of the Plaintiffs herein in Paragraph 11 and the evidence adduced at the hearing to approve the settlement to be as follows:

- i. The sum of One Hundred Twenty-one Thousand Nine Hundred Fifty-one and 10/100 Dollars (\$121,951.10) to Teresa Ann Weathers Bright, individually and as mother of Adam Banks, deceased; and
- ii. The sum of Ten Thousand and 10/100 Dollars (\$10,000.00) to Harold Bright, individually and as father of Adam Banks, deceased.

(g) That the Plaintiffs entered into a contingent fee contract ("Contract") with Walsh & Walsh, LLC to represent their interest in the causes of action and claims asserted against the Defendant, and pursuant to the contract of employment and the request of the Plaintiffs, Walsh & Walsh, LLC is entitled to an attorney fee of One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00) and the payment of expenses and costs in the amount of Eight Thousand Forty-eight and 90/100 Dollars (\$8,048.90) from the settlement for the injuries to and death of Adam Banks, which is approved by the Court;

(h) That Plaintiffs Teresa Ann Weathers Bright, individually and as mother of Adam Banks, deceased, and Harold Bright, individually and as father of Adam Banks, deceased be ordered, empowered, authorized and directed to execute a Confidential General and Full Release of All Claims as tendered by the Defendant releasing and discharging Defendant from any and all liability for claims arising from the injuries to and death of Adam Banks, deceased, upon payment of the Settlement Proceeds approved herein;

(i) That the settlement is a good faith settlement with the Defendant and the releases executed by the Plaintiffs are given to the Defendant in good faith pursuant to § 537.060 R.S.Mo. (2000);

(j) That the payment of the Settlement Proceeds is not to be construed as an admission of liability on the part of Defendant with the Defendant denying any negligence or fault with respect to the incidents or occurrences causing injury to and death of Adam Banks, deceased on May 1, 2014;

(k) That Plaintiff Teresa Ann Weathers Bright, individually and as mother of Adam Banks, deceased, and Plaintiff Harold Bright, individually and as father of Adam Banks, deceased shall collect the Settlement Proceeds and execute and file a receipt for the payment to each of them from the Settlement Proceeds approved herein and each Plaintiff will execute and file a Release and Satisfaction of Judgment upon the payment of the judgment herein;

(l) That Walsh & Walsh, LLC shall file a receipt for the payment of the attorney fees, expenses, and costs approved herein upon the payment of the attorney fees, expenses, and costs;

(m) That each Plaintiff shall bear and be responsible to pay the costs and attorney fees incurred by each Plaintiff in this case and Defendant shall bear and be responsible to pay the costs and attorney fees incurred by Defendant in this case; and

(n) For such other and further relief as the Court deems just and proper.

Respectfully submitted,

WALSH & WALSH, LLC

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